

**CEMENT CORPORATION OF INDIA LTD**

(A GOVT. OF INDIA ENTERPRISE)  
 REGIONAL OFFICE: 4<sup>TH</sup> FLOOR, 438  
 CHANDRALOK COMPLEX, S.D. ROAD  
SECUNDERBAD – 500 003

Ref CCI/HRO/MKTG/DEPOT/KOMPALLY/HA/NIT-04/2019-20/

Date:18/11/2019

To, M/s. \_\_\_\_\_  
 \_\_\_\_\_  
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SUB: OPEN E-TENDER INVITATION FOR APPOINTMENT OF HANDLING AGENT FOR STORAGE, HANDLING OF CEMENT RECEIVED BY ROAD FOR PROPOSED KOMPALLY DEPOT, HYDERABAD FOR MATERIAL RECEIVED FROM OUR TANDUR CEMENT FACTORY, DIST. VIKARABAD.

\* \* \* \* \*

Dear Sir,

Open e-tender is invited for appointment of Handling Agent for storage, handling of cement received by road for proposed Kompally depot, Hyderabad, for material received from our Tandur cement factory, dist. Vikarabad. For details, Tender documents / forms may be viewed / downloaded from our website [www.ccilttd.in](http://www.ccilttd.in), as well as CCI officials available at above mentioned office address & Phone No. 7799938013, may be contacted for assistance and further clarifications. Tender schedule is as under:-

1. TIME SCHEDULE	Date & Time of submission of offer	Date & Time of opening of offer
a) Techno-Commercial bid along with EMD and copies of CCI's tender Documents duly signed (each page initialed) in token of acceptance terms and conditions.	From: 18.11.2019 10.00 hrs Up-to: 11.12.2019 15.00 hrs	11.12.2019 15.30 hrs
b) Price bid		On the same date , or, on later date.

Offer of eligible tenderers will be opened on Dt.11.12.2019 at 15.30 hrs followed with subsequent negotiation if required.

2. The EMD Rs.38500/. (Rupees Thirty eight Thousand five hundred only) must be submitted/deposited to CCI account No. 00000052052640749, IFSC CODE: SBIN0020828, State Bank of India, Commercial Branch, Secunderabad. Offers without requisite EMD will not be considered.

Contd..2..

3. The Validity of the offer should be kept open for acceptance for 120 days from the date of opening of Techno- Commercial bid.

4. The tender documents comprise of following :-

- a) Covering letter which must be submitted by the tenderers duly signed and stamped.
- b) Part-I instructions to tenders.
- c) Part-II General Terms and Conditions.
- d) Part-III Special Terms & Conditions.
- e) Price bid Pro forma (Price Schedule). (Annexure “A”).
- f) Relationship Certificate – Annexure “B”.
- g) Unexecuted/Past & Present contracts/jobs in hand – Annexure “C”
- h) Format for additional information Annexure “D”
- i) Integrity pact as per annexure “E”

For CEMENT CORPORATION OF INDIA LIMITED

**DY. GENERAL MANAGER ( Mktg )**

**CEMENT CORPORATION OF INDIA LTD**  
(A GOVT. OF INDIA ENTERPRISE)  
REGIONAL OFFICE: 4<sup>TH</sup> FLOOR, 438  
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**CHECK LIST FOR SUBMITTING THE OFFER**

While submitting your offer please insure to furnish the following details /documents :-

- a) EMD Rs.38500/. (Rupees Thirty eight Thousand five hundred only) by RTGS or NSIC registered certificate has been submitted with Techno-commercial offer.
- a) Covering letter which must be submitted by the tenderers dully signed and stamped.
- b) Part-I instructions to tenders.
- c) Part-II General Terms and Conditions.
- d) Part-III Special Terms & Conditions.
- e) Price bid Pro forma (Price Schedule). (Annexure “A”).
- f) Relationship Certificate – Annexure “B”.
- g) Unexecuted/Past & Present contracts/jobs in hand – Annexure “C”
- h) Format for additional information Annexure “D”
- i) Integrity pact as per annexure “E”
- j) Tender documents comprising covering note , Part-I, II & III duly signed and stamped as a token of acceptance.

**COVERING LETTER, WHICH MUST BE SUBMITTED  
BY THE TENDERER DULY FILLED IN AND SIGNED.**

Ref CCI/HRO/MKTG/DEPOT/KOMPALLY/HA/NIT-04/2019-20/

Date:

To  
THE DY.GENERAL MANAGER ( Mktg )  
CEMENT CORPORATION OF INDIA LTD  
(A GOVT. OF INDIA ENTERPRISE)  
REGIONAL OFFICE: 4<sup>TH</sup> FLOOR, 438  
CHANDRALOK COMPLEX, S.D. ROAD  
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SUB: OPEN E-TENDER INVITATION FOR APPOINTMENT OF HANDLING AGENT FOR STORAGE, HANDLING OF CEMENT RECEIVED BY ROAD FOR PROPOSED KOMPALLY DEPOT, HYDERABAD MATERIAL RECEIVED FROM OUR TANDUR CEMENT FACTORY, DIST. VIKARABAD.

REF: TENDER.NO.-CCI/HRO/MKTG/DEPOT/KOMPALLY/HA/NIT-04/2019-20/ Date:18/11/2019

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Dear Sir,

With reference to your tender notice for the above subjected work, we/I hereby submit our/ my tender / offer as per instruction in the tender documents.

A. The following documents are enclosed with the bid :-

1. The terms and conditions as mentioned in the tender are acceptable to us/me. One copy each of your terms and conditions in Part-I,II and Part III special terms & conditions duly signed by us/me as token of acceptance.
2. The declaration form in Annexure “B” is enclosed.
3. EMD of Rs.38500/. (Rupees Thirty eight Thousand five hundred only) submitted/deposited to CCI account No. 00000052052640749, IFSC CODE: SBIN0020828, State Bank of India, Commercial Branch, Secunderabad, in the form of RTGS No. Dt. in favour of CEMENT CORPORATION OF INDIA LTD.
4. A copy of our/my latest income tax clearance certificate/proof of submission of the returns duly attested by Gazetted Officer is enclosed.
5. We/I also give details of our/my experience for last three years for the above type of work in the enclosed Annexure “C” supported by copies of the orders/agreements and performance certificates from customers.
6. We/I hereby declare that We/I have not been debarred from tendering from contracts in any of the Department of Government, Semi-Government and Local Authorities.
7. Partnership deed is enclosed herewith (to be submitted by Partnership firm only) (In case of Companies Memorandum and Articles of Association need to be submitted. In case of proprietary concern, the name and address of the proprietor may please be intimated.

Contd..2..

8. We/I also certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be, liable to be terminated/rescinded and action will be taken against us/me by the Corporation for damages.

9. We are /I am duly authorized / empowered to sign all the tender documents.

10. We are /I am able to handle \_\_\_\_\_ MT cement per month.

11. Integrity Pact – Annexure “E”

SIGNATURES

a) Name of the tenderer \_\_\_\_\_

b) Full Postal Address \_\_\_\_\_

\_\_\_\_\_

WITNESSES :

1-----

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2-----

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c) Telephone No. Office: \_\_\_\_\_

Resi: \_\_\_\_\_

d) Mail ID. \_\_\_\_\_

## Important Instructions for E-tendering

This is an e-tendering event of CEMENT CORPORATION OF INDIA. The e-tendering service provider is Antares System Ltd., No.24, 1<sup>st</sup> Floor, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block, Basaveshwaranagar, Bangalore – 560079.

You are requested to read the tender terms & conditions (Annexures, Part-I, II, III, of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the tender for opening of price bid.

1	<p>Process of E-Tender: Registration: The process involves vendor's registration with Tender wizard e-procurement portal which will cost Rs.1770/- as 'Registration Charges' annually. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should process Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Antares Systems Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE : THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.cci-etender.com">www.cci-etender.com</a></b></p> <p>Vendors are required to register themselves online with <a href="http://www.cci-etender.com">www.cci-etender.com</a> → 'Register Me' Link. Filling up details and creating own user id and password → Submit. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contract CCI/Antares Systems Ltd. (before the scheduled time of the e-tender).</p> <p><b>Contact person (Cement Corporation of India):</b></p> <table><tr><td>1. DGM ( C ) Cell: 08319779700 e-mail: <a href="mailto:ccirohyd@gmail.com">ccirohyd@gmail.com</a></td><td>2. Manager (Mktg) Cell: 07799938021 email: <a href="mailto:ccirohyd@gmail.com">ccirohyd@gmail.com</a></td></tr></table> <p><b>Contact person (Antares Systems Ltd):</b></p> <table><tr><td>1. Mr. Pravesh Mani Sr. Exe-CRM Cell: 09044314492 Email:<a href="mailto:praveshmani.t@antaressystems.com">praveshmani.t@antaressystems.com</a></td><td>2. Smitha Sr. Project Co-Ordinator Cell: 09686115309 Email: <a href="mailto:smitha.n@antaressystems.com">smitha.n@antaressystems.com</a></td></tr></table> <p><b>B) System Requirement:</b></p> <p>Windows 8.10 Professional Operating System, Internet Browser-9,10 &amp; 11, Signing type Class 3 digital signature</p> <p>Java JRE 6 and above</p>	1. DGM ( C ) Cell: 08319779700 e-mail: <a href="mailto:ccirohyd@gmail.com">ccirohyd@gmail.com</a>	2. Manager (Mktg) Cell: 07799938021 email: <a href="mailto:ccirohyd@gmail.com">ccirohyd@gmail.com</a>	1. Mr. Pravesh Mani Sr. Exe-CRM Cell: 09044314492 Email: <a href="mailto:praveshmani.t@antaressystems.com">praveshmani.t@antaressystems.com</a>	2. Smitha Sr. Project Co-Ordinator Cell: 09686115309 Email: <a href="mailto:smitha.n@antaressystems.com">smitha.n@antaressystems.com</a>
1. DGM ( C ) Cell: 08319779700 e-mail: <a href="mailto:ccirohyd@gmail.com">ccirohyd@gmail.com</a>	2. Manager (Mktg) Cell: 07799938021 email: <a href="mailto:ccirohyd@gmail.com">ccirohyd@gmail.com</a>				
1. Mr. Pravesh Mani Sr. Exe-CRM Cell: 09044314492 Email: <a href="mailto:praveshmani.t@antaressystems.com">praveshmani.t@antaressystems.com</a>	2. Smitha Sr. Project Co-Ordinator Cell: 09686115309 Email: <a href="mailto:smitha.n@antaressystems.com">smitha.n@antaressystems.com</a>				

2	<p>(A) <b>Part-A Techno-Commercial Bid</b> will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) <b>Part-B Price Bid</b> will be opened electronically of only those bidder(s) who's Part-A bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.</p> <p><b>Note:</b></p> <p>The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions, further e-auction will be done by intimating separately to the bidder.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>In case of failure to access the payment towards non-refundable fees for any reason the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees. Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload in 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
5	All notices / corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tenderwizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<p><b>Bidding in e-tender:</b></p> <p>a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>b) CCI reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>c) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>d) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
9	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10	No deviation to the technical and commercial terms & conditions are allowed
11	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.cci-etender.com">www.cci-etender.com</a> of Antares Systems Ltd.
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled in technical & commercial formats.
16	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	<b>Bidders are requested to read the vendor guide in the page <a href="http://www.cci-etender.com">www.cci-etender.com</a> to familiarize themselves with the system before bidding.</b>

For and on behalf of CCI Ltd.

Deputy General Manager (Mktg )



# CEMENT CORPORATION OF INDIA LTD

(A GOVT. OF INDIA ENTERPRISE)

REGIONAL OFFICE: 4<sup>TH</sup> FLOOR, 438  
CHANDRALOK COMPLEX, S.D. ROAD

SECUNDERBAD – 500 003

Ref- CCI/HRO/MKTG/DEPOT/KOMPALLY/HA/NIT-04/2019-20/

Date:18/11/2019

## N I T

Open e-tender is invited for appointment of Handling Agent for storage, handling of cement received by road for proposed Kompally Depot, Hyderabad, for material received from our Tandur cement factory, dist. Vikarabad. For details, Tender documents / forms may be viewed / downloaded from our website [www.ccilttd.in](http://www.ccilttd.in), as well as CCI officials available at above mentioned office address & Phone No. 7799938013, may be contacted for assistance and further clarifications. Tender schedule is as under:-

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b) Price bid		On the same date , or, on later date.

Offer of eligible tenderers will be opened online on Dt.11.12.2019 at 15.30 hrs followed with subsequent negotiation if required.

2. The EMD Rs.38500/. (Rupees Thirty eight Thousand five hundred only) must be submitted/deposited to CCI account No. 00000052052640749, IFSC CODE: SBIN0020828, State Bank of India, Commercial Branch, Secunderabad. Offers without requisite EMD will not be considered.

Dy. General Manager (Mktg )

**Cement Corporation of India Limited**  
**(A Government of India Enterprise)**

**PART – I**

**INSTRUCTIONS TO TENDERERS**

**1. General:**

- a) The tender should be addressed to the Cement Corporation of India Limited, Hyderabad.
- b) Any offer made in response to this tender, when accepted by the Cement Corporation of India Ltd., will constitute a contract between the parties.

**2. Submission of Tender:**

a) Every tender shall be made out in English. All amounts shall be indicated by Tenderer in figures as well as in words. Where there is any difference between prices quoted in figures and words, amount quoted in words shall prevail. Tender should be free from over writings. All corrections and alterations should be duly attested by the Tenderer. The word “NOT QUOTED” should be written against items in the schedule for which the Tenderer does not wish to tender.

i) The tender must be accompanied by Earnest Money Deposit of Rs.38500/. (Rupees Thirty eight Thousand five hundred only) through RTGS / NEFT dtd \_\_\_\_\_ in favour of Cement Corporation of India Ltd., payable at Hyderabad / Cement Corporation of India Limited, Secunderabad, collection A/c. No.00000052052640749, IFSC CODE: SBIN0020828, State Bank of India,. Commercial Branch, Secunderabad is enclosed.

b) Tenders can be submitted on line up to 03.00 pm on Dt.11/12/2019 and commercial bids will be opened on Dt.11/12/2019 at 03.30 pm. The commercial bids received will be duly evaluated and only those tenderers who satisfy all the conditions of the tender, shall qualify to have their Price bids opened. Date of opening of price bids will be intimated to the tenderers.

ii) The tenderers request for adjustment of Earnest Money from any amount due to them from the Corporation as any account will not be accepted under any circumstances.

iv) QUANTITY: For Road movement 1000 MT per month (By Road only) . The above quantity given is only indicative and the Corporation reserves the right to make variation in the quantity or materials as given in the tender notice; and contractor / distributor shall not be entitled to any compensation on this account, under any circumstances whatsoever.

v) For Road movement a godown of approx. 250-300 MT (5000-6000 cement bags) capacity minimum has to be maintained by handling contractor in Kompally area preferably out of no entry restricted areas. All the three operations are required by Handling Agent i.e. unloading of material from lorry, staking the unloading into godown in proper manner and loading of material into party's trucks as per address to Depot In-charge.

vii) Handling contractor is responsible for safe custody of material and reporting of receipt of the material / outgoing material on daily basis in the morning to Depot-In-Charge for necessary check and balances.

viii) By viewing the GST Rules the material which dispatch on stock transfer basis from our factory on our godown address, shall be further moves to party as per our DA from godown only. Any discrepancy in GST Rules and further penalty by Sales Tax Authority / Local Body of State / Central

Govt. Authority in that case; Handling Contractor is fully responsible and Management reserves the right to take all the actions against Handling Contractor in such cases (violation of receipt of material / outgoing material avoiding GST / Govt. Rules).

ix) Management reserves the right to cancel the tender, if found not suitable rates or with any reason without any notice.

(x) Period of Contract: The Contract shall be valid for a period of one year. At the sole discretion of the Corporation, the contract shall be extended for a further period of another one year on the basis of satisfactory performance of the contractor.

(xi) On-line Tender/bid Submission : In case of “e-Tender”, on-line Tender/bid Submission, tenderers should follow, “Important Instruction for E-Tendering” section.

xii) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any Partner, it must be signed on his behalf by a partner holding Power of Attorney authorizing him to do so.

xii) A true copy of the Registered Partnership Deed duly attested should be furnished along with Certificate of Registration.

xiii) In the case of Company, the tender should be executed in the manner as laid down in the said Company’s Articles of Association.

xiv) Tender submitted after the specified time and date will not be entertained.

xv) Tenders not submitted in the appropriate departmental form, if any, and if they are not complete in all respect are likely to be rejected. If no form has been prescribed in the tender documents, the tender can be submitted on firm’s own form.

xvi) Only Proprietor/Partner or their authorized agents are qualified to tender.

xvii) The tender with Terms and Conditions in Part-I,II & Part-III and Annexure A,B,C & D duly signed shall be submitted along with the earnest money deposit, according to e-tender procedure.

xviii) Tenderers shall not be entitled to claim any costs, charges, expenses incidentals for or in connection with preparation and submission of their tenders even though the Corporation may elect to withdraw the “Invitation of Tender” or reject all tenders without assigning any reason thereof.

xix) Each Tenderer must submit his Income-Tax Certificate for the latest year from his appropriate income-tax authorities in the form prescribed thereof, duly attested by a Gazetted Officer.

xx) The tenderers must submit proof of godown facility(owned/hired) along with insurance details.

### **3. Opening of Tender:**

a) Tenders will be opened on-line on the specified date and time or otherwise on extended date which will be intimated to the bidders.

**b) Clear Understanding:**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about the requirements of Terms and Conditions. No extra payment will be made on the pretext that the tenderer did not have a clear idea of any particular point.

**4. Validity of Offer:**

Tenders shall remain open for acceptance for 120 days or as may be specified from the date of opening. No revision/modifications in the tendered rate will be allowed during the period of validity of tender or the extended period except for any reduction/revision as may be asked for specifically by CCI during negotiations.

**5. Reference List:**

a) The tenderer should submit along with their offer reference list in support of his having carried out similar jobs.

b) The tenderer(s) should submit along with their tender(s) the list of past/ present/ unexecuted orders in hand, if any for same/similar jobs and period by which jobs are proposed to be completed (Proforma enclosed) Annexure "C".

**6. Award of Contract:**

a) The Corporation reserves the right:

i) To accept in its sole and unfettered discretion any tender for whole or part quantities or to reject any or all tenders without assigning any reasons thereof.

ii) To award the contract to one or more number of firms, either on equal price or on different prices.

iii) To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tender(s) as the Corporation may think fit.

iv) To place adhoc work order simultaneously or at any time during the period of contract with one or more Tender(s) for such quantity and for such jobs as the Corporation may think fit.

b) The Corporation does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.

c) Firms which have failed to fulfill earlier contractual obligations may not be considered.

d) The work order resulting from this tender and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer, and the Corporation and both parties are bound by the terms and conditions.

7. The corporation shall mean and include the administrative and Executive Officers of its Corporate Office at New Delhi as well as of Zonal, Regional/Sales Offices/ Factory as the case may be who are authorized to deal with all matters relating to this Contract on its behalf.

8. In case the due date of sale/submission/opening of tender falls on Govt. holiday(s) the succeeding working day/date will be treated as due day/date automatically. However, the time will remain unchanged.

**CEMENT CORPORATION OF INDIA LTD  
(A GOVT. OF INDIA ENTERPRISE)**

**PART – II: GENERAL TERMS AND CONDITIONS**

**1.0 EARNEST MONEY DEPOSIT:**

1.1 All Tenderers including those registered with the Corporation should furnish earnest money deposit, through RTGS / NEFT in favour of Cement Corporation of India Limited Payable at Hyderabad. Tender received without the Earnest money deposit, as specified in the tender, will be liable for rejection. Any other money held by or pending with the Corporation against any other contract will not be generally adjusted/treated as EMD for this tender.

1.2 Earnest money will be forfeited if the rates are revised/or modified upward during the validity Period. Earnest money will also be forfeited if the Security deposit is not furnished within 15 days from the date of LOI or work not started after acceptance of the tenderer's offer by CCI.

1.3 The Earnest money deposit will not bear any interest.

1.4 The Earnest money deposit of successful tendered would be adjusted towards the Security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above and mentioned in Clause 2.2 below.

1.5 Public Sector undertaking (Central/State) and SSI Units, registered with NSIC are exempted from submission of Earnest money deposit. The SSI Units shall furnish a documentary Proof to the effect that they are registered with NSIC along with the tender documents.

1.6 In case of "e-Tender", on-line Tender/bid Submission, tenderers should follow, "Important Instruction for E-Tendering" section.

**2.0 SECURITY DEPOSIT:**

2.1 The amount of Security deposit as specified in the terms and conditions of the contract shall be deposited by the contractor within period specified.

2.2 Failure to furnish Security Deposit in accordance with conditions of the tender within 15 days of the award of the contract will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the Earnest Money Deposit amount in addition to the right of the Corporation to entrust, clearing, handling transportation and storage work to any other party at the risk and cost of the Contractor.

2.3 The Security Deposit may be made by Bank Draft and Bank Guarantee as specified in favour of the Corporation from a Nationalized/scheduled bank. The Earnest Money Deposit through RTGS / NEFT will be adjusted towards portion of Security Deposit, Bank Guarantee should be made valid up to 6 months from the date of expiry of the Contract in the format enclosed.

2.4 In the event of any upward revision in the value of the contract the contractor should on receiving intimation from the Corporation, increase the Security, Deposit by such sum as specified by the Corporation on the total revised value of the contract.

2.5 The Security Deposit will not bear any interest. The Corporation reserves the right to adjust Security Deposit towards any amount due to it from the contractor and in such an event the contractor on receipt of notice from the corporation, shall make further deposit to restore the Security Deposit to the full amount.

2.6 The Security Deposit shall be liable to be forfeited wholly or partially at the sole discretion of the Corporation should the contractor either fail to complete the jobs assigned to him/them or to fulfill his contractual obligations or to settle in full his dues to the Corporation. This will be in addition to the Corporation's right to entrust the work to any other party by calling tender or by any other mode at the risk and cost of the contractor. The Corporation is empowered to deduct from the Security Deposit or from any other outstanding amount any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the condition of the contract.

2.7 The Corporation shall have a lien over all or any money that may become due and payable to the contractor under this contract or any other contract or transaction of any other nature either all alone or jointly with others and unless contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct, the said sum or debt due by the Contractor from any / Security Deposit which may have become due or become payable to the contractor under this contract or any other contract or transaction whatsoever between the contractor and the Corporation. Without prejudice and in addition to other rights of the Corporation to recover the amount of any such claim by other remedies legally available.

### **3. MEMBERS OF THE CORPORATION NOT INDIVIDUALLY LIABLE:**

No director or official or employees of the Corporation shall in any way be individually/personally bound or liable for the acts or obligations of the Corporation under the contract or answerable for any default or omission in the observance or performance of any of the acts matters of things which are herein contained.

### **CORPORATION NOT BOUND BY PERSONAL REPRESENTATIONS:**

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reasons of any representations, explanation or statement or alleged to have been given to him by any employees of the Corporation.

### **4. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/RIGHTS OF THE CORPORATION:**

4.1 The Corporation reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per the instructions given by the authorized representative of the Corporations.

4.2 Any bribe, commission, gift or advantage given, promised or offered by on behalf of the Contractor, their partners, agents or servant or representative of the Corporation for obtaining or the execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability he may incur, subject to cancellation of this or any other contracts and also to payment of any loss resulting from any such cancellations and the Corporation shall be entitled to deduct the amount so payable from any moneys otherwise due to the contractors, contractors has under this or any other contracts any question or dispute as to whether the contractor has incurred

any liability under the clause shall be settled by the Corporation in such a manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.

4.3 The contract can otherwise be terminated by giving one-month notice by the Corporation without assigning any reasons thereof.

#### **5. SUB-LETTING OF CONTRACT:**

5.1 The contractor shall not sub-let or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the successful contractor subletting or assigning the contract or any part thereof without permission the Corporation shall have the right to cancel the contract and the successful contractor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such cancellation. Even in case sub-letting is permitted by the Corporation, it will not recognize any contractual obligations with the person or party to whom the contract has been sub-let and the successful contractor will be held responsible for the satisfactory due and proper fulfillment of the contract.

#### **6. COMPLIANCE OF RULES AND REGULATIONS:**

6.1 The contractor shall observe all the Rules/Regulations of the Central and State Government and the local authorities as relating to work. If any breach of the said Rules/ Regulations/Orders is committed by him, he shall be solely responsible.

6.2 All the employees/workers engaged by the contractor will be treated as employees of the contractor for all purposes. The contractor will not pay wages and allowance, bonus, gratuity PF Employees State Insurance benefits etc at a lower rate than those certified by the State or other authorities or payable statutorily by him. If any time, the Corporation is required to make payment/claim/ compensation by virtue of any Act etc. the same shall be recovered from the contractor.

6.3 Wages shall be paid by contractor to the workmen directory without the intervention of any; jamadars or thakedars and that the contractor shall ensure that no amount by way of commission or otherwise deducted or recovered by the jamadars from the wage of workmen.

6.4 The Contractor shall abide by the Contract labour (Regulation and abolition Act 1970, and amendments time to time)

6.5 If any damage is caused to any property or any injury is caused to or the death occurs of any person due to; any act on any person employed by Contractor, the contractor will be liable for damages or for compensation in respect thereof and shall indemnify the corporation and keep the Corporation indemnified against all loss, damages, costs charges expenses and all liability of whatsoever nature and kind which the Corporation may incur, sustain, suffer or be put to inconvenience or by any reason of such damage, injury or loss of life.

6.6. If any damage is caused to any of the Contractor's belongings or any injury is caused to or the death occurs of any person employed by him in connection with the performance of this contract due to negligence of any person employed by him or otherwise, the Corporation shall not be liable for damages or for compensation in respect thereof under the Workmen's Compensation Act or otherwise and the contractor agrees to indemnify the Corporation and keep the Corporation



indemnified against all losses, damages, costs, charges, expenses and all liability what so ever nature and kind which the Corporation may incur, sustain, suffer or be put to inconvenience or by reason of such damage injury or loss of life.

## **7. CHANGES IN CONSTITUTION:**

7.1 Where the contractor is a partnership firm a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing a Written undertaking by new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

7.2 On the death or retirement of any partner of the contractor's firm before complete performance of the contract the Corporation may, at its option cancel the contract and such case the contractor shall have no claim whatsoever to compensation against the Corporation.

7.3 Without prejudice to any of the rights or remedies under this contract if the contractor is a proprietorships concern and the proprietor dies during the performance of this contract the Corporation shall have the option to terminate the contract without compensation.

## **8. FORCE MAJEURE CONDITIONS:**

8.1 If at any time during the continuance of the agreement/contract if becomes impossible by reason of war or war like operations, strikes, lockouts, riots civil commotions, epidemical sickness, pestilence, earthquakes, fire, storms, or floods, the contractor shall during the continuance of such contingencies not to be bound to execute, the contract as per agreement/contract. The work shall be resumed immediately the contingency (ies) has ceased otherwise determined and the contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of executions. The contractor shall however, inform the Corporation by registered post about such acts at the beginning and end of the above cause of delay within ten (10) days of occurrence and cessation of such Force Majeure Conditions.

8.2 In the event of delay lasting over the month if arising out of caused Force Majeure, the Corporation reserves the right to cancel the order/contract without any compensation.

8.3 Only events of Force Majeure which affects the clearing and forwarding works at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay extra costs due to delay under Force Majeure Conditions.

8.4 If the Corporation is not in a position to hand over the goods due to; any one of the foregoing reasons, the Corporation reserves the right to suspend the contract until the position returns to normalcy or even to terminate the contract if it is beyond its control.

## **9. NOTICE:**

9.1 Any notice hereunder may be served on the contractor by registered main at his last known address. Proof of issue of any such notice should be conclusive of the Contractor having been duly informed.

9.2 All notice communications; reference and complaints of the contractor should be addressed to the proper officer at the Corporate Office or Regional/Zonal Office in writing only and should be sent by registered A/D post only.

#### **10. DISPUTES UNDER THIS CONTRACT AND ARBITRATION:**

10.1 In the event of any question/ dispute breach of or difference arising in respect of the meaning and scope of terms and conditions herein or in connection with any matter under this agreement (except for those matter which are to be decided as per provisions made in these terms & conditions) the same shall be referred to the Sole arbitration by an officer of CCI Ltd New Delhi appointed by its C & MD. There will be no objection if the Arbitrator is an employee of the corporation and he had at any time in discharge of his duties as an employee of the corporation has expressed views on all or; any of matters in dispute or difference. In case the employee of the Corporation who has been so appointed as an Arbitrator ceases to be in the employment of the Corporation because of his superannuation or otherwise in any manner, shall no longer remain as an Arbitrator from that day and C & MD of the Corporation shall appoint another employee of the Corporation as Sole arbitrator in his place who shall proceed in the matters from the stage where the previous arbitrator had left the Proceedings. Except where the award is an arbitral award on agreed terms under Section 30 of the Arbitration and Conciliation Act. 1996 the arbitrator shall give award with reasons in respect of each claim dispute or difference referred to him. The award of the arbitrator shall be final and okay and binding on the Parties to this contract and persons calming under them respectively.

10.2 Subject to aforesaid the Arbitration & Conciliation Act. 1996 and rules made there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

10.3 The work under the contract shall be continued uninterrupted during the pendency of arbitration Proceedings and no payment due from one to the other Parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration

10.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.

#### **11. JURISDICTION:**

It is hereby agreed by the parties here to that only courts at New Delhi/Delhi shall have the jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

#### **12. LAW GOVERNING THIS CONTRACT**

This contract shall be governed by the laws of Union of India in force.

#### **13. WAIVER NOT TO IMPAIR THE RIGHTS OF THE CORPORATION:**

No delay in exercising or commission to exercise any right, power or remedy accruing to the Corporation upon any delay default under this contract shall impair any such right, power or remedy or shall be construed to be a Waiver thereof or any acquiescence in such default, not shall any action or inaction of the Corporation in respect of any default affect or impair any right, power of remedy of the Corporation in respect of any other default.

#### **14. CONDITIONS GIVEN BY THE CONTRACTOR**

With the acceptance of this contract with all its terms and conditions waive all and any of their conditions.

#### **15. EXPERIENCE:**

The tenderer should have adequate experience in the related field and should furnish supporting documents giving details of similar jobs executed during last three years.

#### **16. TURNOVER:**

The tenderers should have a minimum turnover of Rs.10.00 lakhs annually for the last 3 years. As a proof of the same, the tenderers have to submit a copy of Audited Balance Sheets for the last 3 years along with tender documents.

**Cement Corporation of India Limited**  
(A Government of India Enterprise)

PART – III A  
SPECIAL TERMS AND CONDITIONS

CONTRACT FOR CLEARING, HANDLING, TRANSPORTATION  
AND STORAGE OF CEMENT ETC.

In addition to the General Conditions of contract under Part I&II, the following special conditions will also apply to the contract. In case the special conditions given below in part III (A+B) are contrary to any conditions given in Part I&II then the condition given in Part III (A+B) shall prevail upon such conditions of the contract.

1. QUANTITY:

The quantity given is only indicative and the Corporation reserves the right to make variation in the quantities of materials given in the tender notice and the Handling Contractor shall not be entitled to any compensation on this account under any circumstances.

2. CLEARING, FORWARDING / TRANSPORTATION & STORAGE:

2.1. The Handling Contractor shall be responsible to collect the information from the Station Master about the arrival of incoming cement loaded wagons and shall pass on the information to Depot In charge of the Corporation, in case of Rail Head Depot.

2.2. The Handling Contractor shall be responsible to take delivery of consignment from the Railways/Road Carrier in time. In case any Demurrage/Wharfage if paid by the Corporation to the Railways/ Road Carrier, the same shall be recovered from the Handling Contractor.

2.3. The Handling Contractor shall verify the quantity received in the Wagons/Truck with the Challan/Despatch Advice/RR while unloading.

2.4. The Handling Contractor shall be responsible to obtain a damage/shortage certificate from the Railway/Carrier whenever any consignment is received in damaged condition or there is shortage in the consignment. The Handling Contractor shall thereafter file the claim with the Railway or carrier in consultation with the concerned officer / depot in-charge of the Corporation. The Handling Contractor shall follow-up the claim with the Railways/ Road Carrier for getting such claims settled within the shortest possible time. For the claims unaccepted by the Railways/ Road Transporter due to the Carriers fault or due to negligence of the Handling Contractor in loading claim in time or not obtaining damaged/shortage certificate in time, the Handling Contractor shall indemnify CCI for the loss incurred due aforesaid reasons.

2.5. The Handling Contractor shall be responsible for the safe storage of the material unloaded from the wagons/ Road carrier and for damages against weather or otherwise or against pilferage theft etc.

2.6. The Handling Contractor shall make all arrangement to unload the bags/material from the wagons/lorries within the free time allowed by the Railways/ Road Carrier and shall transship the same in good condition to depot godown or into truck as per the instruction of Depot in-charge.

2.7. The Handling Contractor on behalf of Corporation shall provide and maintain suitable godown for storage of cement at his cost and expense and shall not use the said godowns at same place for storing stocks of any other party including himself without prior written approval of the Corporation. The Handling Contractor shall carry out at his own cost such repairs to the godowns as may be necessary to prevent stocks from being damaged or deteriorate while in storage. The cement shall be stocked in the godown as per standard practice and as advised by the CCI. The Handling Contractor shall not store any Corporations stock/cement in any other godown which is not approved by the Corporation.

2.8. The Handling Contractor shall indemnify the Corporation against any loss due to storage and/or damage caused to Corporation's stock while in Railway siding and also while in transit from Railway siding to depot godown and/or in storage in the godown(s) of the contractor as approved by the Corporation. The Handling Contractor shall be liable for any loss due to shortage and/or damage in transit/storage as aforesaid or/and loading and unloading of cement.

2.9. The Handling Contractor shall maintain such registers and records as may be decided by CCI and shall abide by all the directions and instructions as may be issued to him by the Corporation from time to time. Entries in all such registers/records shall be made on day-to-day basis on the close all of transaction of each day. These register /records and all other ancillary papers, documents shall kept be ready for inspection by the authorized representative of the Corporation at all point of time.

2.10. The Handling Contractor shall submit daily and other periodical returns in the form/manner as may be prescribed by the Corporation from time-to-time and the Handling Contractor shall be required to submit all such returns within time as prescribed by the Corporation after obtaining counter signature on the from the official authorized by the Corporation in this behalf.

2.11. The Handling Contractor shall whenever required by authorized representative of Corporation make necessary arrangements to facilitate physical verification of Corporation's stocks held in the approved godowns at their cost. Failure to arrange physical verification of stocks by the Handling Contractor the Corporation shall have a right for forfeiture of their cash security as well as encashment of Bank Guarantee submitted by the handling contractor along with termination of this contract. The cement stored in the godown must be insured in the name of CCI and the charges for insurance shall be to the account of Handling Contractor. The insurance of the godown must be completed within fifteen days from the award of the contract failing which CCI shall have a right to insure the godown and recover the premium so paid from the Handling Contractor. The Insurance Policy should be comprehensive covering all types of risks.

2.12. In the event of any loss due to shortage and/or damage of the Corporation's stock while in custody of the Handling Contractor in Depot/Godown or Handling Contractor's godown, as approved by CCI. The Handling Contractor shall be liable to compensate the Corporation for the stock damaged or delivered short at the rate of double the market rate/value applicable on the date, the Contractor shall have a right to recover from the Handling Contractor.

2.13. The Handling Contractor shall be fully responsible for the safety of the material/cement lying in his custody till the same material/cement is delivered to allottees as per the directions of CCI.

2.14. The Handling Contractor shall be responsible to repack the damaged/burst bags at his own cost, including cost of bags/stitching charges, labour cost, if the damage, bursting of bags/due to fault/negligence, mishandling by the Handling Contractor or his representative etc. He shall use only new bags supplied by CCI for repacking of cement.

2.15. In case of non-receipt of RR the Handling Contractor shall arrange to clear the consignment by furnishing indemnity Bond.

2.16. No revision in the rates tendered will be asked for during the period of the contract or extended period of contract if any on any account whatsoever.

2.17. The Handling Contractor shall perform at his cost all the formalities and documentation with Railway on behalf of the Corporation and shall with all possible readiness Dispatch, unload and/or take delivery of the consignments of stock belonging to the Corporation from wagons, effect delivery to the allottees against delivery orders issued or to be issued by the Corporation direct from the wagon/siding platform carry the balance stocks to godown, shall stock the same therein until delivery of the same there from to the allottees against delivery orders issued by the Corporation and shall perform the Handling involved or required in the operation. They will also arrange clearance/endorsement from sales-tax authorities/supply department where required for taking delivery of the material.

2.18. The Handling Contractor shall not give/deliver any of the Corporation stock either direct from wagons/siding/clearing points or from godown without the written delivery permission or delivery orders to be issued by the duly authorised officers/Depot in-charge of the Corporation. The Handling Contractor shall be solely liable to compensate the Corporation in the event of any delivery not strictly made under and in accordance with regular and valid delivery orders issued by the Corporation. In case the Corporation issued any General or special direction to curtail, modify or stop deliveries against any deliver order already issued, the Handling Contractor shall be bound to affect curtailment, modification or stoppage in the matter deliveries in accordance with such direction that may be received by him from the authorised officer(s) of the Corporation. Against each delivery the handling Contractor shall obtain certificate of receipt of goods in good condition and full quantity from the allottees or their duly authorised representatives on the body of the delivery orders material received acknowledgement slip and submit the same to the concerned officer of CCI for his information and records within responsible time.

2.19. In the event of any Transit damage on arrival of consignment at station of discharge the same should be got examined at the station by CCI Officer and Insurance Agent wherever the Consignment is issued. Wherever the consignment is not insured, the damaged stock if any, should be got examined by CCI officer only on arrival of rake/lorry at destination.

2.20. The labour employed by the Handling Contractor will be the employees of the Handling Contractor in case of any internal trouble between the labourers and the Handling Contractor, the same shall be the responsibility of the Handling Contractor and the Corporation shall not be any way concerned with the same, if due to any exigencies the Corporation had to make any payment directly to his labour, the Contractor shall without any reservation, reimburse the same to CCI within 24 hours and failure to do so will give CCI the right to adjust/deduct the same against pending bills and/or security deposit and Bank Guarantee.

2.21. The Handling Contractor shall comply with and observe all laws prevailing and shall keep the Corporation unharmed and indemnified against the claims for compensation by or on behalf of any workman of labour employed by him for injury, disability or death by accident under workmen's Compensation Act of 1923.

2.22. The Handling Contractor shall not deal with or transfer any goods or Railway receipt or Indemnity Bonds, which shall be handed over to him in terms of these presents and the said goods shall be held in trust for the Corporation and the Corporation will continue to be the owner of the same during all operation under these present.

2.23. If, at any time, in the opinion of the Corporation the Handling Contractor fails to supply sufficient transport/Labourer or otherwise fails to carry out the operations to the satisfaction of the Corporation, the Corporation shall be at liberty to make such arrangements as shall be considered necessary for carrying out the work on this account at the risk and cost and expenses or the Handling Contractor's and to deduct all cost and charges thus incurred from the Handling Contractors bill or otherwise recover the same as the Corporation shall think fit Provided that if any such recovery is effected from the Security Money furnished by the Handling Contractor under this agreement, he shall be required to make good the amount so recovered by way of cash deposit towards the Security Money within 10 days of such information from this Corporation.

2.24. CCI may have double locking arrangements of the godown. One lock shall be of the contractor and other of CCI. However, this arrangement will not in any way absolve the Handling Contractor so far as his responsibility for the safety of the material in his custody is concerned.

2.25. The Handling Contractor shall be our nominee at Depot/Warehouse/Godown if so appointed.

2.26. The Handling Contractor shall be fully responsible for handling the materials at Depot or any other nearby Rail destination.

2.27. The Handling Contractor will make the payment of octroi for the consignment received on our behalf and the same shall be claimed by you reimbursement by Producing all the relevant vouchers.

2.28. Any other charges due to wrong calculations/errors on account of railways for which the amount is paid to the Railways by the handling contractor shall be debited to our account. Necessary payment receipts issued by Railways will be sent to CCI along with claim in this regard for payment.

2.29. The handling contractor will be fully responsible for correct raising of bills and collection of amounts as per the rate given by CCI. In case of any lapses for short collection of this amount will be recovered from your running bills/Security Deposit immediately.

3.0. The Corporation shall be at liberty to effect supplies from rail/ Road godown directly to Government (Central or State or any local authority) or private consignee(s) and the handling contractor shall have no claim on account of Handling charges for such supplies effected directly too such parties through transport contractor. The transport contractor, if any appointed by the Corporation for the purpose shall handle the supplies at the rate mutually agreed upon such terms and conditions independent hereof.

3.1. The Handling Contractor handle only CCI cement and will have no connection whatsoever directly or indirectly with any other manufacturer of cement at the place for which the tender is submitted by the tenderer, failing which contract shall be liable to be terminated by the Corporation without any notice to the Handling Contractor.

#### 4. SUBMISSION OF BILLS:

4.1. The Handling Contractor shall submit fortnightly bills complete in all respects supported copies of the challans/delivery receipt as well as certification of Depot in-charge to the Corporation concerned Regional Office of the Corporation for payment.

4.2. The payment of Handling/secondary Transportation bills against the respective contracts will be done by CCI preferably by way of 'CREDIT NOTES' to enable the respective contractors to take the CCI cement at the rates prevailing on the date of delivery.

#### 5. SECURITY DEPOSIT:

The Handling Contractor shall furnish within 15 days from the date of the award of work/contract a security deposit Rs.5,00,000/- (Five Lakhs) by RTGS drawn in favour of Cement Corporation of India Ltd, New Delhi. In addition, for storage and safe custody of stock Handling Contractor shall furnish a Bank Guarantee amounting to Rs.10,00,000/- (Ten Lakhs) for depot served by Road from a schedule bank. The Corporation shall have right to appropriate the said amount so deposited as Security Deposit either in whole or in Parts and the amount of bills payable to the Handling Contractor to liquidate any claim of the Corporation against the Handling Contractor or as penalty for breach of the terms & conditions and covenants of this contract agreement by the Handling Contractor. The Security Deposit will be refunded to the Handling Contractor after the expiry of the contract agreement or on termination of this agreement and after final settlement of accounts/claims of the Corporation. Any sum of money due and payable to the Handling Contractor (including security deposit returnable to him) under the contract Agreement may be appropriated by the Corporation and set off against any claim of the Corporation.

#### 6. PENALTY:

6.1. The Handling Contractor shall be responsible to maintain the condition & quality of cement entrusted to him and he shall be liable for deterioration etc. by omission neglect or misconduct on his part or his servants, employees & representatives etc. and in such cases the Corporation reserves the right to impound the Security Deposit in part or in whole the Corporation has right to recover from the Handling Contractor any damage or loss caused to the Corporation on this account.

6.2. In case, the Corporation is convinced of any malafide intention on the part of the Handling Contractor or its employees/servants/representatives etc. then a penalty of double the price of the cement applicable to the market value will be imposed at the discretion of the Corporation and the same will be recovered from Handling Contractor without prejudice to any right of the Corporation.

6.3. The decision of the Corporation in regarding the assessment of damage/losses shall be final and binding on the Handling Contractor and the Corporation will, not be bound to prove actual loss/damages suffered to the extent of penalty levied.

6.4. The Corporation also reserves the right to encash bank guarantee amount without any notice of the circumstances so warrants and the Handling Contractor will be bound for the same.



## 7. DURATION OF CONTRACT:

The contract shall be valid for a period of one year however, the second year extension of the contract is subject of the satisfactory performance of the contractor during the first year and scoring above 60% in quarterly evaluation. The contract may be extended for further period of one year on the basis of satisfactory performance of the contractor for the past year at the sole discretion of the corporation.

## 8. TERMINATION OF CONTRACT:

8.1. This contract/agreement can be terminated by the CCI at any point of time by giving one month notice to the Handling Contractor, without assigning any reasons thereof.

8.2. The quarterly performance of the Contractor will be monitored by concerned Officer of CCI and in case the performance is found unsatisfactory, as per the evaluation sheet at Annexure-5, the Corporation shall have the right to terminate this contract with immediate effect without assigning any reason thereof.

8.3. Notwithstanding what has been mentioned in clause 8.1 and 8.2 above the Corporation shall have the right to terminate this contract forthwith if there is any breach of any of the terms and conditions detailed herein on the part of the Handling Contractor without paying any compensation whatsoever.

# Cement Corporation of India Limited

## PART – III B

### SPECIAL TERMS AND CONDITIONS BRIEF NATURE OF JOBS FOR HANDLING CLEARING & SECONDARY TRANSPORTATION.

1. Handling Contractor shall remain in regular contact with the depot in charge and collect delivery particulars from CCI Office.
2. The Contractor shall arrange loading into trucks/unloading from trucks or CCI depot/godown as per the requirement specified to him from time to time on working days and arrange deliveries at the destinations of consignees according to the delivery schedule and as per the terms and conditions of the contractor.
3. The contractor shall obtain clear acknowledgements from the consignees to whom cement is delivered regarding receipt of material in good condition and shall submit the same to Depot in charge.
4. The contractor shall arrange to deliver invoices to the parties and obtain proper acknowledgements.
5. The contractor shall be responsible for collection of payment from the parties with the intimation of Depot in charge.
6. The contractor shall be responsible for the safety of the materials lying in his custody till the same is delivered to the parties.
7. The contractor shall be responsible to arrange proper storage of cement, in the Depot/Godown approved by CCI, at his own cost.
8. The contractor shall be responsible for covering the goods being cleared, stored and transported with insurance, for damage/transport risk any other kind of losses.
9. The contractor shall ensure that the cement is delivered immediately after instruction. In case of any delay or complaint from party, suitable penalty shall be imposed on contractor as decided by the Corporation.
10. The contractor shall be responsible for obtaining shortage/damage certificates from Railways/Transporter for the material received short or in damaged condition failing which the loss or damage will be to contractor's account.
11. The Contractor shall be liable to pay damage to Corporation in the event of any damage/loss caused to the cement till the time of delivery to the buyer/destination. To avoid damage/loss to cement in transit, the contractor shall indemnify the Corporation full cost or market rates of the prevailing prices of CCI's cement, whichever is higher.
12. The contractor shall get the materials tested, if required by the department/parties as per the normal procedure laid down by the Corporation and obtain test Certificate.
13. The work of transportation and the clearing & handling works will be executed concurrently, as per directions of Depot in charge.

14. The stocks of good cement/damaged cement/cut & torn bags shall be kept in the godown in accountable manner separately, for inspection.
15. It will be the responsibility of the contractor to ensure that there is no pilferage/damage/adulteration to the cement in transit. In case any of this is noticed, contractor will be held responsible and will be liable to compensate the Corporation as per decision of the Corporation. However, in case of pilferage/adulteration the penalty will be double the prevailing market price of cement.
16. Joint sample will be taken in the presence of the representative of handling Contractor on arrival of consignment at siding and it will be the responsibility of the Contractor to get the material passed from the consignee.
17. Octroi if any, will be paid by the Contractor and same will be reimbursed by CCI on production of original receipts.
18. In case any of the State/Central Govt. Deptt. indicate their terms and conditions for accepting the Cement, the same will also have to be accepted and ensured by the contractor.
19. The contractor will have to deposit cash security of Rs.5,00,000/- (Rupees Five Lakhs only) and furnish a Bank Guarantee of Rs.10,00,000/- (Rupees Ten Lakhs only) for Road fed destination issued from any Nationalized Bank / Scheduled Bank.
20. The Corporation reserves its right to make direct supplies to any Govt. / Public Sector Undertakings as per their requirement/order.
21. The Corporation also reserves its right to appoint more than one contractor for the entire work / supply etc.
22. All other responsibilities as have been specified in the tender document or specified in other terms & conditions for handling of cement will also be complied by the contractor.
23. The party shall provide suitable office space along with required furniture and fixtures for the depot in charge/office of CCI within his office premise.
24. The contractor will remain in constant touch with all stockist/dealers in the market and will make all efforts to generate orders from them for the sale of cement of CCI.
25. The contractor has to co-ordinate with all the dealers / customers for collecting orders and timely arrangement of supply of cement to concerned customer(s) / dealer(s).
26. The contractor shall always uphold the prestige, brand image, reputation and good will of the CCI cement/product and of Corporation. The contractor will also ensure that his employee/person are not indulged in any unsocial practice like adulteration, pilferages etc. In case it is noticed by the corporation, strict action will be taken.

(SIGNATURE OF THE CONTRACTOR)

**CEMENT CORPORATION OF INDIA LIMITED**

**NEW DELHI**

**ANNEXURE "B"**

I declare that the following officer of the Corporation are related to me / no officer of the Corporation is related to me:-

Sl.No.	Name of the Officer	Post held	Place of posting
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Signature of tenderer  
(Name / full address with seal)

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**CEMENT CORPORATION OF INDIA LIMITED  
NEW DELHI**

**UNEXECUTED/PAST/ PRESENT CONTRACTS/JOBS IN HAND**

Sl.No.	Name of Client	Nature of work	Tonnage	Approx. value of contract (Rs. in Lakhs)	Date of start	completion
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**Note:** Please attach photocopies of contracts.

**Signature of tenderer  
(Name / full address with seal)**

**Place:**

**Date:**

**CEMENT CORPORATION OF INDIA LIMITED  
NEW DELHI**

**ANNEXURE “D”**

**FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY THE TENDERERS  
(REFER SPL. INSTRUCTIONS PART - III SPL. TERMS & CONDITIONS)**

1. Name of the Firm
2. Complete Postal address/Phone/Mobile/e-mail address
  - a) Head Office / Corporate Office
  - b) Factory
  - c) Other branches (incl. Delhi Office, if any)
3. Whether Public Sector/Private Sector/Joint Sector etc.
4. Type of Organization:
  - A) In case of Proprietors/Partnership/Pvt. Ltd or Public Ltd
    - ii) Name of the Proprietors/Partners/Pvt. Ltd or Public Ltd.
    - iii) Whether business/Partnership is registered
    - iv) Date of Commencement of business
    - v) Status of Income Tax assessment  
(Please attach copy of valid Income Tax clearance Certificate)
    - vi) Name of address of the Bankers  
(Please attach reference letter from your banker)
  - B) In case of Limited Liability Company or Public Limited Company
    - i) Amount of paid-up Capital
    - ii) Name of Directors
    - iii) Date of Registration of Company
    - iv) Copies of last three years audited balance sheets of Company (including Profit & Loss statement) to be enclosed.
    - v) Name & Address of the Bankers (please attach reference letter from your banker).

5. Annual turnover for last 3 years. 2015-16    2016-17    2017-18
6. Details of orders executed / completed including CCI's, if any, during last 3 years (details to be furnished as per Annexure – “C”).
7. Cement sales quantity, if any during 3 F/Y in MT
8. Details of cement companies associated with
9. Experience of cement / any other C&F activity
10. Details of truck fleets, if any
11. Whether godown to be provided for storage of cement
- i.      Hired or Owned
  - ii.     Size of the godown
  - iii.    Address of the godown and its distance from Railhead;
12. A few lines about “What can be your contribution in increasing CCI sale and improving handling operations”

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13. LIST OF ENCLOSURES ATTACHED BY VENDORS TO BE INDICATED

	Enclosed	Not enclosed
a) Latest Income Tax Clearance Certificate	_____	_____
b) Partnership/Company Deed, if applicable	_____	_____
c) Copies of last three years audited balance sheets	_____	_____
d) Photocopies of Performance Reports from the Customers	_____	_____
e) Details of present orders in hand (as per Annexure – “C”)	_____	_____
f) Reference from the Bankers indicating financial status of the Firm	_____	_____

It is hereby solemnly declared that the above information and the data furnished in the enclosed annexure is true to the best of our knowledge.

Signature of the Authorized Person

Name of the Signatory

Designation

Seal of the Company

**NOTE:** Signature must be on each page.



**INTEGRITY PACT & IEM:**

- i) The tenderers should go through the Integrity Pact (Annexure-III) in detail and should submit the same, duly signed by Proprietor/Director/Partner. The conditions of the Integrity Pact shall be applicable, during the period of the contract or extension thereof. In case the contract is sub-let by the successful Tenderer with the permission of the Corporation, the Principal Contractor/successful tenderer shall take responsibility for adoption of Integrity Pact by the Sub-Contractor.
- ii) The person signing Integrity Pact shall not approach the Courts while representing the matters to IEM & he/she will await their decision in the matter.
- iii) To oversee the compliance under the Integrity Pact, the following Independent External Monitors (IEM) have been appointed

**Mrs. Vijaya kanth, IRAS(Retd.) “Sterling Manor” Flat- F No.5, Sterling Road,  
3<sup>rd</sup> Cross Street, Nungambakkam, Chennai 600034.  
[vkanthmrl2003@yahoo.com](mailto:vkanthmrl2003@yahoo.com) 9445868314**

- iv) The stake holders may approach the IEMs regarding any unethical terms/practices of the organization.
- v) The IEM would examine all complaints received by them.
- vi) The IEM are supposed to resolve issues raised by an Intending bidder regarding any aspect of the tender which allegedly restricts competition or displays bias towards some bidders.
- vii) Vendors/Bidders having any grievance complaint relating to the tender at any stage may approach the IEM directly, preferably by email. The IEM will look into their grievances/ complaints promptly, objectively and independently.

INTEGRITY PACT  
Between

Cement Corporation of India Limited (CCI) hereinafter referred to as “The Principal”, and \_\_\_\_\_ hereinafter referred to as “The Bidder / Contractor”.

Preamble: The Principal intends to award, under laid down organizational procedures, contract(s) for \_\_\_\_\_. The Principal value full compliance with all relevant laws of the land, Rules, Regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and of Contractor(s), in order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Section-1 Commitments of the Principal.

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide o all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidders(s) / Contractor(s):**

- 1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange.

Any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act, further The Bidder(s) / Contractor(s) will not use improperly; for purpose of compensation or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in “Indian Rupees only”.
  - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory too such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts:**

- (1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.
- (2) If the Bidder(s) / Contractor(s) have committed a serious transgression through a violation of sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (3) If the Bidder(s) / Contractor(s) can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages:**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression:**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach, or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

#### **Section 6 – Equal treatment of all Bidders / Contractors / Sub-contractors:**

- (1) The Bidder(s) / Contractor(s) undertake(s) to demand from all sub-contractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

#### **Section 7 – Criminal charges against violating Bidder(s) / Contractors(s) / Sub-contractors:**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 – Independent External Monitor / Monitors:**

- (1) The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CCI.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to the tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder / Contractor to present its case before making its recommendations to the Principal.
- (5) The Monitor will submit a written report to the Chairman, CCI within 5 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CCI Board.
- (7) If the Monitor has reported to the Chairman, CCI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, CCI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor / would include both singular and plural.
- (9) Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
- (10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/she has no interest in the matter or connected with the party (Bidder / Contractor) in any manner.

**Section 9 – Pact duration:**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it discharged / determined by Chairman of CCI.

**Section 10 – Other provisions:**

- (1) This agreement is subject to India Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.\

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For and on behalf of the Principal)

(For and on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1:

(Name & Address): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## FORMAT 1- FOR ROAD-FED DEPOTS

**RATES FOR HANDLING, TRANSPORTATION AND STORAGE OF CEMENT & LOADING INTO TRUCKS**At (Name of Depot) **KOMPALLY**

Sl.No.	JOB DESCRIPTION	RATE (Rs. per MT)	
		In Figures	In words
1 (a)	Consolidated Rates for Handling & Storage and loading of cement into trucks (with godown facility). For consignments received by Road.		
2	All applicable tax to be mentioned.		

**PS:**

1. In case of difference in the rates mentioned in figures and words, the amount mentioned in words will be considered only.
2. All the Taxes, if any should be shown separately.

Date:

SIGNATURE OF TENDERER